

Mohawk Valley Rehabilitation Corporation (MORECO)

Affiliated With The

Mohawk Valley Economic Development District, Inc.

26 West Main Street • P.O. Box 69, Mohawk, New York 13407 • Area Code (315) 866-4671 or 797-7818

RECORDATION NO. 13804

SEP 28 1982 - 10 10 AM

September 23, 1982

INTERSTATE COMMERCE COMMISSION

2-271A047

Secretary of the Interstate
Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

No. SEP 28 1982
Date.....
Fee \$ 50.00
ICC Washington, D. C.

Dear Secretary Mergenovich:

On June 21, 1982, the Mohawk Valley Rehabilitation Corporation (MORECO) sold a locomotive to the New York, Susquehanna and Western Railway Corporation (NYS&W). To perfect MORECO's security interest on this sale, I am requesting the Recordation of the documents on this transaction as prescribed in CFR, Title 49 - Transportation, Chapter X - Interstate Commerce Commission, Part 1116.1 (a).

The names and addresses of the parties to the conditional sale are as follows:

VENDOR

Mohawk Valley Rehabilitation Corporation (MORECO)
26 W. Main Street
P. O. Box 69
Mohawk, New York 13407

PURCHASER

New York, Susquehanna and Western Railway Corporation (NYS&W)
1 Railroad Avenue
Cooperstown, New York 13326

A general description of the equipment covered by the attached documents is as follows: an American Locomotive Company (Alco) RS-3, Diesel Electric Locomotive, 1600 H.P., built in 1952. This is the former Adirondack Railway locomotive number 29 to be renumbered NYS&W locomotive number 104.

Sec. of the Interstate Commerce
Commission

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September 23, 1982

I am also attaching the following documents which are to be recorded:

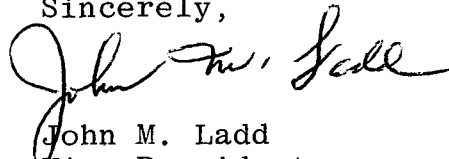
- * One (1) original and two (2) certified true copies of the purchase agreement and security agreement,
- * a corporate acknowledgement by the Chief Executive Officer of MORECO verifying the documents,
- * the required recordation fee of fifty dollars (\$50).

The recorded documents should be returned to:

Mohawk Valley Rehabilitation Corporation (MORECO)
26 W. Main Street
P. O. Box 69
Mohawk, New York 13407

If you have any questions regarding this matter, please contact me. Thank you.

Sincerely,



John M. Ladd
Vice President
& Chief Executive Officer

RM:gt

Attach.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

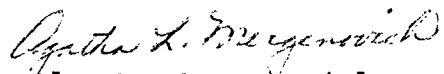
John M. Ladd, V.P.
Mohawk Valley Rehabilitation Corp.
26 West Main Street
P. O. Box 69
Mohawk, New York 13407

September 28, 1982

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/28/82 at 10:10AM , and assigned re-recording number(s). 13804

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SEP 28 1982 10 10 AM
T38
MOHAWK VALLEY REHABILITATION CORPORATION (MORECO), MOHAWK, NEW YORK, Hereinafter
"MORECO" will be substituted for any reference to "the Bank"
OWNER: New York, Susquehanna and
COLLATERAL: Western Railway Corporation, 1 Railroad Ave., Otsego Co., Cooperstown, New York 13326
Name Address County Town

DESCRIPTION OF COLLATERAL: I give the Bank a security interest (see Right to Repossess section below for explanation of "security interest") in the following described collateral (Collateral):

Former Adirondack Locomotive #29, to be renumbered NYS&W #104

The Collateral shall include any additions or replacements to the Collateral, and in all profits or increases from the Collateral. The Collateral shall also include any insurance proceeds resulting from loss or damage to the Collateral.

SECURED LOANS & OBLIGATIONS: The Collateral secures the payment of any and all debts or obligations of the following named persons to the Bank, including debts presently owing and those contracted for the future (the "Secured Loans and Obligations"):

New York, Susquehanna and Western Railway Corporation, 1 Railroad Ave.,
(Insert names of other individual or individuals whose debts are being secured) Cooperstown, NY 13326

If no name is inserted above, this agreement is limited to my or our debts. The Bank can apply the proceeds from the sale of the Collateral to any of the Secured Loans and Obligations in any order it decides.

STATEMENT OF OWNER: I state and promise that:

1. The Collateral is bought or used primarily for:
☐ Personal, family or household purposes. ☐ Farming operations; ☒ Business; and, if checked here, ☐ is being acquired with the proceeds of a loan signed at the same time as this agreement and the Bank may pay those proceeds directly to the seller of the Collateral.

2. The Collateral is or is to be located at my address

shown above (or at on lines of
New York, Susquehanna and
Western Railway Corporation
(Address if Collateral is to be kept elsewhere)

3. The Collateral will not be attached to real estate unless indicated here:

(Description of real estate by Street, Number,

Town or City, County & State)

(Name and address of owner of real estate)

If the Collateral is to be attached to real estate and if the Bank requests it, I will furnish the Bank with statements signed and notarized by everybody who has an interest in that real estate stating that they claim no interest in my Collateral. I give the Bank permission to file a financing statement (notice of the Bank's security interest filed for public record) covering your security interest without my signature on it.

INSURANCE REQUIREMENTS: I will keep the Collateral insured against fire, including so-called extended coverage, theft and if the Collateral is a motor vehicle I will also maintain \$200 deductible collision insurance. The limits and terms of the coverage and the insurance company must be satisfactory to the Bank. If the Bank requires additional insurance on the Collateral, I will obtain and maintain the additional coverage. The Bank shall be named as the loss payee (the person who gets the money to pay for damages) on all insurance policies. I SHALL HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM SUCH INSURANCE IS TO

BE OBTAINED. I authorize the Bank to act in my behalf to make, adjust or settle any insurance claim covering the Collateral. I also authorize the Bank to sign any checks on my behalf received as a result of an insurance claim.

EVENTS OF DEFAULT: I will have possession and use of the Collateral unless one of the following events occur:

1. If one of the "Secured Loans or Obligations" is not paid as required or if one of the promises made in one of the "Secured Loans or Obligations" or in this agreement is broken; or
2. If I, or any other person whose debt this secures, have made any false or misleading statement(s) in connection with this agreement; or
3. If I, or any other person whose debt this secures, file bankruptcy or if any proceeding is instituted to seek relief from my debts; or
4. If I, or any other person whose debt this secures, die or become legally unable to manage my affairs; or
5. If any motor vehicle is used for collateral and the Bank's name does not appear as the only "lienholder" on any certificate of title issued now or in the future; or
6. If the Collateral is lost or damaged without adequate insurance coverage, or sold, or given away, or seized; or
7. If something else happens that the Bank reasonably feels affects our ability to pay the unpaid balance.

RIGHT TO REPOSSESS: I give the Bank a security interest in the collateral described above ("Collateral") which means that after my default (see Events of Default section), the Bank can repossess (take) the Collateral, sell it and apply the proceeds to the balance of what I owe the Bank after deducting the Bank's reasonable repossession, storage, repair, preparation for sale and selling expenses. The Bank may enter, without demand or notice, upon any premises where the Collateral may be found and take possession of and remove the Collateral. You will send 7 days notice by mail of any sale of the Collateral. I can still recover the Collateral before you sell it by paying any amounts past due under this agreement and any charges you are entitled to.

To recover any articles I claim are not part of the Collateral but were contained in the Collateral, I must

notify the Bank within 7 days after repossession. Failure to claim and take possession of these items promptly will be an abandonment of them.

If the sale does not cover all that I owe, I will be responsible for the amount still owed. If there is any surplus money, it will be refunded to me.

PROTECTING THE COLLATERAL: I promise that:

1. I am now the owner of the Collateral or will immediately become the owner of the Collateral.
2. The Collateral is now and will be maintained in good working order and repair.
3. The Collateral is now and will be kept free from any other lien or legal claim against it.
4. I will not sell or offer to sell, transfer, lease, abandon or encumber (use as a collateral elsewhere) any of the Collateral. I will not remove it from New York State for more than 30 days without the Bank's consent. I will not use it, or permit its use, in any illegal act.
5. I will immediately notify the Bank in writing of any loss or damage to the Collateral.
6. If the Collateral is a motor vehicle, I will have the Bank's name listed as the "Lienholder" on any certificate of title issued now or in the future.
7. I will promptly pay all taxes and assessments on the Collateral.
8. If owner is a corporation, owner and officer executing this agreement certify that all necessary corporate action has been taken to authorize this agreement to be signed.

WAIVERS AND RELEASES: The Bank can waive or delay enforcing any of its rights without losing them. The Bank can waive or delay enforcing a right as to any borrower or me without waiving it as to the others. Also, you can release any Collateral or release one borrower from his or her responsibility under this agreement without releasing me or the others. The Bank need not give anyone notice of any waiver, delay or release or notice to one of us of defaults of the other. If any provision of this agreement is found invalid, the remaining shall remain in full force and effect. Bank's failure to properly file financing statements against the Collateral will not affect my obligations to the Bank.

DATE

DATE

OWNER

I/ We acknowledge receipt of a copy of this Security Agreement and agree with the terms.

(To be signed by the person or persons whose names are shown in the blank in "Secured Loans or Obligations")

ORIGINAL

PURCHASE AGREEMENT

These Articles of Agreement made this 21st day of June, 1982, between Walter Rich, President and Chief Executive Officer of the New York, Susquehanna and Western Railway Corporation, One Railroad Avenue, Cooperstown, New York 13326, hereinafter referred to as NYS&W, and John Ladd, Executive Director of the Mohawk Valley Rehabilitation Corporation, hereinafter referred to as MORECO, for and in consideration of the following mutually agreeable terms, conditions, performances and payments hereby enter into this purchase agreement for the former Adirondack Railway locomotive number 29, to be renumbered NYS&W locomotive number 104, hereinafter referred to as NYS&W locomotive 104, under the following terms:

1. MORECO will sell NYS&W locomotive 104 to NYS&W for \$40,000. Payments to be made in monthly installments of \$416.67 beginning on July 15, 1982, and on the fifteenth of each month thereafter, to total \$40,000 upon completion of 96 monthly installments.

2. Title to NYS&W locomotive 104 will be transferred to NYS&W upon the first monthly installment. NYS&W covenants and agrees to take out and maintain adequate insurance coverage on NYS&W locomotive 104.

3. NYS&W agrees to maintain NYS&W locomotive 104 in operable condition and to allow inspection of the locomotive by MORECO from time to time upon request by MORECO.

4. MORECO agrees to deliver NYS&W locomotive 104 to NYS&W at NYS&W's Little Ferry Yard in Ridgefield Park, New Jersey.

Lawrence C. Malaski
Witness

Walter Rich
Walter Rich, President and
Chief Executive Officer, NYS&W

Amelia K. Bell
Witness
AMELIA K. BELL
Notary Public, State of New York
No. 4500440
Qualified in Herkimer County
My Commission Expires Mar. 30, 1983

John W. Ladd
John Ladd, Chief Executive Officer & Vice Pres
Mohawk Valley Rehabilitation
Corporation (MORECO)

State of New York :
: ss.
County of Herkimer :

I CERTIFY THAT I have compared the preceding copy with the original Purchase Agreement and Security Agreement between Mohawk Valley Rehabilitation Corporation and New York, Susquehanna & Western Railroad entered into on the 21st day of June, 1982, and that such copy is a correct transcript therefrom and of the whole of such original.

/s/ John M. Ladd
John M. Ladd, Vice President &
Chief Executive Officer

State of New York :
: ss.
County of Herkimer :

On this 23rd day of September, 1982, before me personally came

JOHN M. LADD

to me known and known to me to be the person who executed the foregoing Certification of True Copy, and he hereupon severally duly acknowledged to me that he executed the same.

/s/ Amelia K. Bell
Amelia K. Bell, Notary Public

AMELIA K. BELL
Notary Public, State of New York
No. 4500440
Qualified in Herkimer County
My Commission Expires Mar. 30, 1983